

BLUESTEM SOLID WASTE AGENCY/
AFSCME (PUBLIC WORKS)

06-08
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AGREEMENT

BETWEEN

THE CEDAR RAPIDS/LINN COUNTY SOLID WASTE AGENCY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 620

IOWA/COUNCIL 61

AFL-CIO

JULY 1, 2006

To

JUNE 30, 2008

thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2.

DEFINITIONS

Section 1. ACT means the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 2. PERB is the Iowa Public Employment Relations Board.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the employer and the Union and defined in Article I, Recognition, Section 1 hereof.

Section 4. A FULL-TIME EMPLOYEE is an employee, other than a temporary employee, who is regularly scheduled for forty (40) hours a week.

Section 5. A PROBATIONARY EMPLOYEE is an employee other than a temporary employee, who has not successfully completed four (4) months of continuous service with the employer. A probationary employee is entitled to all of the benefits of this Agreement and is subject to all of the requirements of the Agreement, except as specifically modified or limited in any Article of the Agreement. A probationary employee may be released during the probationary period for any reason.

Section 6. A PART-TIME EMPLOYEE is an employee, other than a temporary employee, who is regularly scheduled to work more than twenty (20) hours, but less than forty (40) hours, per week.

Section 7. A TEMPORARY EMPLOYEE is a person employed by the Employer for a period of four (4) months or less. A temporary employee is not entitled to the rights or benefits of this Agreement.

Section 8. The word "employee" when used in this Agreement, except where the context clearly indicates otherwise, shall be limited to mean "bargaining unit" employee.

Section 9. Any notice required to be given to the Union means a notice to:

President, Local 620
AFSCME Council 61
AFL-CIO
1073 Rockford Road SW
Suite M
Cedar Rapids, IA 52404

or at such other address as the Union may designate from time to time.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

- a) Direct the work of its public employees;
- b) Hire, promote, demote, transfer, assign and retain employees;
- c) Maintain the efficiency of its operations;
- d) Extend, maintain, curtail or terminate its operations;
- e) Determine the size and location of its operations; to determine the type and amount of equipment to be used, to determine and implement methods by which its operations are to be conducted; and to initiate, prepare, certify and administer its budget;
- f) Determine and implement assignments by which the department operations are to be conducted, to determine methods and material to be used, including the right to introduce new methods or facilities, and to change existing methods and facilities;

g) Determine and implement the number of personnel needed to conduct its operations and the right to create, modify and terminate departments, job classifications and job duties;

h) Take such actions as may be necessary to carry out its mission;

i) Discipline;

j) Suspend and discharge employees for proper cause;

k) Relieve public employees from duties because of lack of work or for other legitimate reasons;

l) Determine the number and starting times of shifts, and the hours of work in a work week; and

m) Exercise all powers and duties granted to it by law.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 2. For purposes of investigating pending grievances, a duly authorized representative of the Union who is not an employee shall have access to the Employer's premises with notice to the supervisor. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative will not interfere with or interrupt the operations of the Employer or the work of the employees.

Section 3. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently.

Section 4. During the orientation of a new employee, a Union representative may use not to exceed one-half (1/2) hour to review the labor contract and the Union's status with the employee. The Union representative and the employee will be in pay status during that time. If more than one new employee is going through the orientation process at the same time, the Union representative will meet with all new employees at the same time.

ARTICLE 5.

WORK STOPPAGE

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will authorize, induce, encourage, instigate, ratify or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall authorize, induce, encourage, instigate ratify or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article, or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out letters, bulletins, telegrams and public announcements, and to calling employee meetings to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of a section above, all legal censures of the Act shall apply.

ARTICLE 6.

DUES CHECK OFF

Section 1. Upon receipt of a written authorization therefor from any employee covered by this Agreement, on forms provided by the Union, the Employer will deduct from an employees pay, the employees membership dues in the Union. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions required by law or elected by the employee. The amount deducted shall be certified to the Employer in writing by the authorized representative of the Union.

Section 2. Such authorization shall be terminable with written notice to the Employer. The Employer will provide a copy of such notice to the Union. Such authorization shall automatically be canceled upon termination of employment. The Employer will notify the Union in writing of the termination of authorization with the Employer's next monthly remittal to the Union.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

Section 4. No other Union shall be granted or allowed to maintain payroll deductions for employees covered by this Agreement.

Section 5. Each month, the Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions and the amount of the deduction for each employee.

ARTICLE 7

SENIORITY

Section 1.

a) Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire in the bargaining unit and becomes applicable immediately following completion of the probationary period. The seniority of employees having the same original date of employment shall be determined by lot at the time of hiring.

b) However, the seniority of certain employees was carried over from previous employment with Cedar Rapids or Linn County.

Section 2. The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1. This list shall remain posted at each site and the Employer shall give a copy of such seniority lists to the Union. At any time that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a

copy shall be given to the Union. Each employee shall initial the seniority list indicating its correctness, or shall protest the correctness of the list to the Employer in writing within thirty (30) days after it is posted.

Section 3. The seniority of an employee shall terminate if the employee quits for any reason, including retirement; is discharged; is laid off for a period of two (2) years; is absent from work for three (3) consecutive workdays without notice to and approval by the Employer, unless evidence clearly provides that the employee was unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence; engages in other work for pay while on unpaid leave of absence without the written approval of the Employer; or gives a false reason for obtaining leave of absence.

ARTICLE 7A

TRANSFER PROCEDURES

Section 1. If there is a position vacancy in any bargaining unit position, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy indicating the classification, the wage rate, the minimum qualifications, the site location and the current work schedule of the position. The notice shall be posted on the bulletin board at each site used by the Employer for seven (7) calendar days during which time a bargaining unit employee, including a bargaining unit employee on layoff, may apply for such vacancy. In determining whether an employee is qualified for a vacant position, the Employer will consider the applicant's previous relevant record of employment with the Employer. When more than one bargaining unit employee meets the minimum qualifications, bargaining unit seniority of those within the classification of the vacancy shall govern first; after that seniority within the bargaining

unit shall govern. If no full-time employee bids or is qualified a part-time employee who bids shall be considered.

Section 2. An employee who transfers into a new classification within the bargaining unit will be on a trial period for a period of thirty (30) working days. This period shall be utilized for training and for closely observing the employee's work and for insuring the effective adjustment of the employee to the new position. An employee whose performance during the trial period is unsatisfactory may be returned to the position previously held without loss of seniority. During the trial period, the employee may, with written notice to the Employer, return to the employee's former position without loss of seniority.

ARTICLE 8.

PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the Employer determines that an employee must be laid off within a classification, the employee with the least bargaining unit seniority shall be laid off first, provided that after an employee has a reasonable opportunity to become certified the Employer may consider the employee's lack of certification. However, a temporary, part-time or probationary employee performing duties within the classification shall be laid off, in that order, before a full-time employee is laid off. A temporary employee shall not have any right of recall. In the event of layoff, temporary contract service employees will not be retained to replace regular bargaining unit employees, nor retained to perform the work of the bargaining unit employees.

Section 2. The Employer agrees to give at least fourteen (14) calendar days' notice to an employee, including a part-time employee, or a probationary employee, who is to be laid off, except where the staff reduction is caused by events beyond the control of

the Employer. The notice shall be in writing and shall be delivered to such employee personally, or mailed to such employee's latest advised address. A copy of the notice will be given to the Union.

Section 3. An employee who is laid off shall have a right of recall for a period of two (2) years. An employee on layoff status qualifying for recall will have the Long-Term Illness Injury Account (LTII) maintained during the right of recall.

Section 4. Within a classification, an employee including a part-time employee or a probationary employee will be recalled to work in the reverse order in which that employee was laid off. No employee may transfer to, and no new employee will be hired for, a job in that classification until all such employees laid off from that classification have failed to comply with a notice of recall.

Section 5. A laid off employee who is entitled to the right of recall, shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to such employee's latest advised address. A copy of the Notice will be mailed to the Union.

Section 6. A laid off employee including a laid off employee who exercised the right to bump-as set out below, entitled to the right of recall, shall report to work within seven (7) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case such employee shall report to work on said later effective date. Failure to comply with a notice of recall shall negate any further recall right of the employee.

Section 7. An employee who is laid off shall be allowed to bump an employee with less seniority in an equivalent or lesser classification if the employee is qualified to perform the duties of that position. In the event more than one employee is laid off, the

employee with the greater bargaining unit seniority in that classification shall have the initial right to bump. The seniority of a regular employee shall be considered to be greater than that of a part-time employee for purposes of this section. To exercise this bumping right, the employee must notify the Employer of such election in writing which notification must be delivered to the Employer not later than two (2) working days after receiving notice of layoff.

ARTICLE 9.

JOB CLASSIFICATION & ASSIGNMENT

Section 1. An employee temporarily assigned to work in a higher rated job classification within the bargaining unit for one (1) hour or less shall receive no additional compensation, nor shall such time be counted for purposes of this section. After the employee has worked twenty (20) hours in such higher rated job classification in increments of more than one (1) hour, during the contract year, the employee shall receive the hourly rate for the higher rated job classification at the lowest step in the higher rated job classification that provides an increase in the employee's regular rate of pay. If the cumulative total of hours worked in the higher rated job classification has reached 1040 hours, the employee will receive top pay in that higher rated job classification for the balance of the contract year and after working twenty (20) hours in each year thereafter, the employee will continue to receive top pay in that higher rated job classification for all hours worked in that classification. This change is effective for all hours worked after July 1, 2000.

Section 2. The Employer will, as far as possible, offer an assignment in a higher rated classification within the bargaining unit on an equal basis to each employee who is qualified to perform the assignment on a site basis. The employer shall not be required to

have the employee work in excess of eight (8) hours on that day. An assignment of work in a higher rated classification offered to an employee, who is qualified to perform the assignment, shall be accepted by the employee unless the Employer excuses the employee for reasonable cause in which case the offered assignment shall be considered as being accepted for purposes of determining equal distribution. An employee may notify the Employer in writing that the employee does not want to be considered for working any assignment in a higher rated classification provided that if every qualified employee so notifies the Employer, the Employer shall have the right to assign the least senior qualified employee to the higher rated classification. This election will continue until changed by the employee in writing, delivered to the Employer.

Section 3. The Employer will keep the records of hours worked in a higher rated classification. An employee has the right to review the records of that employee at reasonable times. An employee may designate the employee's representative in writing to review that record. A representative of the union shall be allowed to review out of class distribution records at reasonable times upon request.

ARTICLE 10.

HOURS OF WORK

Section 1. A work schedule is defined as an employee's assigned hours and days of the week. The Employer shall establish and post the hours of work for all classifications as determined by it to best provide the service to be rendered and to accommodate the public being served. The hours as posted shall set forth the normal workday, workweek and work schedule but shall not be construed as a guarantee of hours of work per day, per week or per schedule, or days of work per week or per schedule.

Section 2. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work at times as scheduled by the Employer. The Employer shall give the Union and each affected employee fourteen (14) calendar days written notice of any major change in work schedules.

Section 3. To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the work day and a thirty (30) minute paid lunch break.

ARTICLE 11

OVERTIME

A. Overtime

Section 1. Overtime shall be defined as any time properly authorized or approved by the Employer in excess of the employee's normal forty (40) hour work week.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, all hours in pay status shall be counted in determining whether an employee is entitled to overtime, except for holiday pay when the holiday falls on an employee's day off.

Section 5. Overtime shall be paid at one and one-half (1- 1/2) times the employee's regular hourly rate of pay, as set out in Appendix A or Appendix B.

Section 6. The Employer will, as far as possible, offer overtime on an equal basis to all employees within the classification at each site. An official record of overtime worked or turned down by each employee will be maintained daily and a copy shall be kept at the site. The Steward shall have the right to review the overtime records. Offered overtime not worked shall be considered time worked for purposes of overtime equalization. If no employee within the classification accepts the overtime, the work may be offered to any employee at the work site who is qualified to do the work. If no employee accepts the work, the least senior employee in the classification at that site shall be required to work the overtime, unless the Employer excuses the employee for reasonable cause, in which case the next least senior employee in the classification at that site shall be required to work the overtime.

Section 7. An overtime record for a newly hired employee, or for an employee entering a new job classification, or when an employee transfers to a different site, will be established on the employee's first day of employment in the classification. There shall be credited to such employee's overtime record a total number of hours equal to the highest total amount of any employee within that job classification at that site. If an employee works extra hours outside the regularly scheduled hours, but elects to take the extra hours as time off during the same work week, with the Employer's approval, the extra hours worked will be considered as an overtime opportunity and be counted as overtime hours for the purpose of equalization of overtime only.

Section 8. An employee shall be paid double time for any work performed on a Sunday.

Section 9. Management may perform bargaining unit work as relief personnel during lunch or break periods, and may perform bargaining unit work during an emergency situation.

B. Call-Back Time

Section 1. An employee who is called back to work by the Employer shall receive a minimum of three (3) hours pay at the overtime rate. The minimum does not apply when the hours worked are contiguous to the employee's workday.

ARTICLE 12.

HOLIDAYS

Section 1. The following six (6) days are designated as holidays, to-wit: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 2. The holiday shall be observed on the day of the holiday, except that if the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 3. In order to be eligible to receive holiday pay, an employee must have been in pay status on the last scheduled work day before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is under suspension, is not eligible for holiday pay.

Section 4. If a holiday falls on an employee's day off, the employee shall be paid for eight (8) hours of pay, unless the employee elects to take eight (8) hours off by informing the Employer of this election prior to the day the pay records are submitted to payroll records for that time period. Any hours which the employee elects to take as time off shall be credited, and may be used, in the same manner as Universal Leave.

Section 5. If an employee is scheduled to work a holiday, and if the employee does work the holiday, the employee shall receive the normal holiday pay plus double time at the employee's regular rate of pay.

ARTICLE 13.

LEAVES OF ABSENCE

A. Jury Duty

Section 1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer jury service fees.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

B. Military Leave

Section 1. The Employer shall comply with the statute (§29A.28, Code of Iowa) granting leave of absence for military service, as the same may be amended.

C. Voting Leave

Section 1. The employer shall comply with the statute granting an eligible voter time to vote (§49.109, Code of Iowa), as the same may be amended from time to time.

D. Leave of Absence Without Pay

Section 1. A general leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an employee who has completed the probationary period and which has been approved by the Employer in

writing. The employee will be given a copy of the authorization. Upon termination of such leave of absence, the employee shall return to work in the same step or capacity as when the employee left.

Section 2.

a) One employee designated by the Union will be granted a leave of absence without pay during working hours to attend the following Union activities: (i) the biennial state meeting of AFSCME in Iowa (leave not to exceed three (3) working days); (ii) the biennial national meeting of AFSCME (leave not to exceed five (5) working days); (iii) the annual meeting of the AFL-CIO state convention in Iowa (leave not to exceed three (3) working days).

b) This unpaid leave of absence will not be granted for any of the above activities in the event that another employee takes a paid leave of absence to attend such activity.

c) The Union will notify the Employer of the designated employee at least ten (10) working days in advance of the first day of each such leave.

Section 3. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence, the employee shall be considered to have voluntarily resigned, unless the employee has obtained the written approval of the Employer for such gainful employment.

Section 4. During a leave of absence without pay of more than five (5) consecutive working days, the employee: a) shall receive no compensation from the Employer; b) shall receive no other job benefits or allowance from the Employer; c) shall

not be entitled to any holiday pay; and d) shall not be entitled to or earn any other leave during the period of absence.

During such leave of absence without pay of more than five (5) consecutive working days, the Employer shall not be required to pay premiums for the employee's hospital and medical insurance, life insurance, dental insurance, or long-term disability insurance. The employee, at his or her discretion, may continue group insurance coverage at the employee's expense.

All benefits and payments set out above shall continue to be paid by the Employer or credited by the Employer during a leave of absence without pay of five (5) consecutive working days or less.

Section 5. If the leave of absence without pay is taken pursuant to the Family and Medical Leave Act, the provisions of that Act will apply including any requirement for the employer to pay medical insurance premiums for the period required by the Act.

An employee utilizing the provisions of the Family and Medical Leave Act must first exhaust any paid leave which the Employee is entitled to under the provisions of this Agreement, however, the Employee may choose not to utilize up to eighty (80) hours of such leave.

E. Bereavement Leave

Section 1. An employee will be granted up to three (3) days of paid bereavement leave in the event of the death of an employee's spouse, child or step-child, parent, sibling, parent-in-law, or grandparent. Such leave shall be only for the scheduled workdays falling within the period commencing upon the death and extending through the day of the funeral. The employee may elect to use additional leave from the employee's Paid Leave Account, as established in Article 14.

ARTICLE 14.

UNIVERSAL LEAVE

Section 1. An employee will accumulate Universal Leave on a monthly basis according to the employees seniority date with the agency based on the following schedule:

- a) Completion of one (1) month through sixty (60) months of service -- 16 hours/month or 192 hours annually.
- b) Completion of sixty-one (61) months through one hundred twenty (120) months of service -- 20 hours/month or 240 hours annually.
- c) Completion of one hundred twenty-one (121) months of service through one hundred eighty (180) months of service -- 22 hours/months or 264 hours annually.
- d) Completion of one hundred eighty-one (181) months of service through two hundred forty (240) months of service -- 24 hours/months or 288 hours annually.
- e) Completion of two hundred forty-one (241) months of service, and all months thereafter -- 26 hours/months or 312 hours annually.

Section 2.

- a) The Universal Leave Policy for each employee is comprised of two (2) elements, to wit: (1) Paid Leave Account; and (2) Long-Term Illness/Injury Account.
- b) All Universal Leave will be transferred monthly into the employee's Paid Leave Account until such time as the Account reaches a maximum accumulation equal to twelve (12) times an employee's monthly accrual rate.
- c) All monthly Universal Leave which would bring the Paid Leave Account above the maximum set out in paragraph b) above, will be transferred into the Long-Term

Illness/Injury Account until such time as that Account reaches an accumulation of 520 hours.

d) All monthly Universal Leave which would bring the Paid Leave Account above the maximum set out in paragraph b) above, and above 520 hours in the Long-Term Illness/Injury Account, will be added to the Long-Term Illness/Injury Account, or will be cashed out at one-third (1/3) of the employee's Appendix A or B rate of pay, or a combination thereof, at the employee's option. Provided that at such time as the Long-Term Illness/Injury Account equals 1,040 hours, all of such monthly Universal Leave shall be cashed out at one-third (1/3) of the employee's Appendix A or B rate of pay.

e) A new employee will be credited with forty (40) hours in the employee's Long-Term/Illness Injury Account on the first day of employment.

f) An employee may direct in writing that hours in the Paid Leave Account be transferred into the Long-Term Illness/Injury Account. Any hours so transferred cannot be transferred back into the Paid Leave Account.

Section 3. An employee may utilize the employee's Paid Leave Account hours either as scheduled or unscheduled leave. All leave is subject to the operational requirements of the Employer.

a) Scheduled leave occurs when notification is made by the employee and approval received from the Employer no later than the end of the employee's workday before the leave is taken.

b) Unscheduled leave occurs when notification is provided to the Employer after the end of the employee's workday, but prior to the start of the employee's workday during which the leave is taken, or when notification is provided to the Employer during the employee's workday for leave to be taken that same working day.

c) Scheduled leave for a calendar year may be reserved based on an employee's seniority within each classification by site provided that the selection is made by January 1 for the next twelve (12) calendar months. Seniority selection shall commence by November 1 beginning with the most senior employee within each classification by site. Each employee will have three (3) working days to reserve a period. An employee need not reserve a period but no employee can reserve a period for another employee. Seniority selection shall apply to only one (1) reserved period of no more than ten (10) continuous working days length. After January 1, scheduled leave will be granted on a first come, first allowed basis.

Section 4. Scheduled leave will be deducted from either the Paid Leave Account or the Long-Term Illness/Injury Account, whichever is applicable. Unscheduled leave will be deducted from the Paid Leave Account only. Employees who have utilized more than forty (40) hours of Unscheduled Leave during the Employer's contract year, will not receive pay for any additional Unscheduled Leave taken during the same contract year. Scheduled or Unscheduled Leave may be taken in increments of one-tenth ($1/10^{\text{th}}$) of an hour after a minimum of one (1) hour per occurrence is taken.

Section 5. An employee required to take leave for medical reasons in excess of forty (40) consecutive hours may use any accumulated leave from the Long-Term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The employee must provide the employer with a statement of the employee's attending physician certifying the employee's disability, illness or injury and the expected duration thereof before the accumulated leave from the Long-Term Illness/Injury Account is approved for these uses.

Section 6. Employees who terminate employment with the employer will receive payment for the balance in the Paid Leave Account accumulated through the employee's last monthly anniversary date based on the employee's Appendix A or B rate of pay.

Section 7. This Paid Leave Policy is intended to allow the employee to be responsible for the employee's long and short term leave requirements.

Section 8. An employee may use universal leave time to the extent it is available to supplement any payment received for an on-the-job injury for the Employer. If an employee elects in writing to use such time in any period for which an employee is receiving workers compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as net pay for working a 40-hour week. Any amount paid to an employee under this section shall be divided by the employee's rate of pay set out in Appendix A or Appendix B to determine the number of hours for which payment is made, and that number of hours shall be deducted first from the Long-Term Illness Injury Account of the employee to the extent it is available, then from the Reserve Account of the employee to the extent it is available, and if both accounts are empty, from the Paid Leave Account.

Section 9. The hours of sick leave previously accumulated by an employee who was employed by Cedar Rapids or Linn County on June 30, 1994, shall be credited into a Reserve Account for the employee with the Employer. The hours of sick leave in the Reserve Account may be used for medical leave only after the employee has first used forty (40) consecutive hours from the Paid Leave Account (or the total number of hours in the Paid Leave Account if the number of hours does not exceed forty); and after the

employee has used all of the leave in the Long Term Injury Illness Account so that it is reduced to zero (0); and after the employee then uses any remaining leave in the Paid Leave Account until the Paid Leave Account has been reduced to eighty (80) hours. The Reserve Account may then be used in a situation where the Long Term Injury Illness account may be used. The hours in the reserve account shall not be credited to the Long Term Injury Illness Account.

Section 10. An employee will earn Universal Leave when the employee is using leave from either the Paid Leave Account or the Long-Term Injury/Illness Account. An employee will not earn Universal Leave when the employee is using leave from the Reserve Account or when the employee is receiving benefits from the Long-Term Disability Insurance Policy.

Section 11. An employee who is eligible to receive benefits from the Long-Term Disability Insurance Policy must take those benefits and is not eligible at that time to continue to use leave from either the Paid Leave Account or the Long-Term Illness/Injury Account.

Section 12. An employee may contribute hours of leave from that employee's Paid Leave Account to an employee who has exhausted all hours in his or her own Paid Leave Account, Long-Term Illness/Injury Leave Account, and Reserve Account, and if the employee is not eligible for Long-Term Disability Insurance benefits. Each hour of leave contributed by an employee will reduce that employee's hours of Paid Leave by three. The number of hours which an employee may contribute during a contract year shall be limited to no more than sixteen (16) hours, and the maximum number of hours that can be contributed by all employees shall be equal to the number of hours which the receiving employee had in the Long-Term Illness Injury Account prior to the time the employee

began using those hours for the current illness or injury. No employee may receive hours from another employee if the receiving employee is eligible for Long-Term Disability Insurance benefits.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union with regard to the interpretation, application or violation of any of the express terms and provisions of this Agreement.

Section 2. A grievance that may arise shall be processed and settled in the following manner:

Step I. A grievance must be presented to the Executive Director no later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance. In the event the grievance involves the pay of the employee, the occurrence of the event giving rise to the grievance shall be the issuance of the pay check for the period in which the dispute arose. The grievance shall be signed by the Union representative and shall state the facts of the alleged violation, the specific provisions of the Agreement that are in dispute, and the relief or remedy which is desired. The Executive Director shall investigate the grievance and will meet at a mutually agreed upon time and date with the appropriate Union representative and the grievant in an attempt to resolve the grievance. If the grievance is not resolved, the Executive Director shall deliver to the Union Representative and the Grievant a decision in writing within a period of fourteen (14) calendar days from the Executive Director's receipt of the grievance. A grievance not answered by the Executive Director within said period shall be settled, on a non-

precedential basis, in accordance with the remedy requested and set forth in the grievance form.

Step II. If the grievance is not settled in Step I, the Union may appeal to arbitration. The Union shall within twenty-one (21) calendar days from the date of the Executive Director's answer, notify the Executive Director in writing that the matter will be submitted to arbitration. The written grievance as submitted to the Employer in Step I, together with any jurisdictional or timeliness issues arising therefrom, shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the Employer and the Union shall attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within seven (7) calendar days of the Employer's receipt of the arbitration notice, the Union shall request the Public Employment Relations Board to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the party's designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 3. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision. The parties shall request that the written decision be issued within twenty (20) working days of the record being closed, unless an extension of time is granted by the parties. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any manner reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator within the scope of the

arbitrator's authority shall be final and binding upon the Employer, the employee and the Union. Any decision rendered shall not be retroactive beyond the date in which the alleged grievance occurred.

Section 4. The failure of the Union to appeal a grievance to the next step within the applicable times specified above, shall bar the Union from appealing the grievance further and any such grievance shall be considered as abandoned and finally settled without precedence.

Section 5. The Employer and the Union shall share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitrator, and the cost of the hearing room.

Section 6. For purposes of investigating a pending or potential grievance, a duly authorized representative of the Union shall have access to the Employer's premises after first notifying the employee's supervisor. The Employer will cooperate to facilitate such a visitation, and the Union representative will not unduly interfere with the operations of the Employer.

Section 7. An employee may consult with an employee union representative during working hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible.

An employee union representative and the grievant will be permitted a reasonable amount of time to process a grievance during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meetings and hearings regarding the grievance. However, only one (1) employee union representative and one grievant will be in pay status for any one grievance.

The Employer is not responsible for any compensation of an employee or of an employee union representative for time spent processing a grievance outside of their regularly scheduled hours of employment nor for any travel expenses.

Section 8. Upon the employee's request, a union representative shall be present during any investigatory interview or disciplinary meeting.

ARTICLE 15A

DISCIPLINE AND DISCHARGE

Section 1. The parties recognize the authority of the Employer to discipline employees for just cause, recognizing and considering progressive discipline where appropriate.

Section 2. Discipline shall include only the following: Oral Reprimand (notice to be given in writing); Written Reprimand; Suspension (notice to be given in writing); Demotion (notice to be given in writing); Discharge (notice to be given in writing).

Section 3. The Union representative shall be sent a copy of any discipline imposed upon an employee within three (3) working days of the time such action is taken. The good faith failure to comply with this provision shall not be a basis for the discipline to be overturned.

Section 4. The discipline of a probationary employee shall not be subject to the grievance procedure.

ARTICLE 16.

INSURANCE

A. Hospital and Medical Insurance

Section 1. The Employer shall maintain for each employee a hospital and medical insurance policy whose benefits are comparable to, but not necessarily identical

to, the policy presently in existence. The Employee will contribute \$10.00 a month towards the premium cost for this policy which sum shall be withheld from the Employee's pay, and the employee shall pay any deductible cost or co-insurance cost as set out in the policy. The Employer shall pay the remaining premium cost for this policy.

Section 2. An Employee may elect to cover the Employee's family under the health and accident insurance policy. The Employee will contribute \$15.00 a month towards the premium cost for this policy which sum shall be withheld from the Employee's pay, and the Employee shall pay any deductible cost or co-insurance cost as set out in the policy. The Employer shall pay the remaining premium cost for this policy.

Section 3. The final decision as to the carrier shall be made by the Employer and shall not be grievable.

B. Life Insurance.

Section 1. The Employer shall maintain a group term life insurance policy for each employee in the face amount of Twenty-five Thousand Dollars (\$25,000.00) at no cost to the employee.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 3. The employee may purchase additional life insurance at the employee's cost in accordance with and to the extent provided under the terms of the policy.

C. Dental Insurance.

Section 1. The Employer shall maintain for each employee at no cost to the employee a dental insurance policy whose benefits are comparable to but not necessarily identical to the policy presently in existence.

Section 2. The employee may elect dependent coverage at the employee's cost.

Section 3. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

D. Long Term Disability Insurance.

Section 1. The employer shall maintain for each employee at no cost to the employee a long term disability insurance policy whose benefits are comparable to but not necessarily identical to the policy presently in existence.

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

ARTICLE 16A

PART-TIME EMPLOYEE

Section 1. A part-time employee is entitled to all of the benefits of this Agreement, and is subject to all of the requirements of the Agreement, except as specifically modified or limited in this Article, or in any other Article of the Agreement.

Section 2. A part-time employee shall be paid in accordance with the Wage Schedule in the Appendix. An employee will start at the beginning step of the employees wage classification; the wage will be increased to each succeeding step after the employee has worked for the required number of hours.

Section 3. A part-time employee will receive jury duty pay, military leave pay, and voting leave pay, only if the employee is scheduled to work on the day the leave is applicable.

Section 4. A part-time employee will begin to earn paid leave in July or January following the employee's first six (6) months of employment. A part-time employee will receive monthly paid leave pro-rata based on the employees hours of work during the preceding six (6) months compared to a forty (40) hour work week, and based on the seniority of the part-time employee. The amount of paid leave to be received shall be reviewed and revised every six months, in July and January, based on the hours worked during the preceding six (6) months.

Section 5. A part-time employee will receive holiday pay if the holiday occurs on the scheduled work day of a part-time employee. Any holiday pay of a part-time employee will be determined in accordance with the procedures of the article on Holidays.

Section 6. The hours of work of a part-time employee will be scheduled by the Employer to best meet the needs of the Employer. Overtime shall be paid when a part-time employee works more than forty (40) hours during a work week. A part-time employee will be entitled to call-back time.

Section 7. A part-time employee may request group insurance coverage carried by the Employer after the part-time employee has worked for six (6) months. If so

requested, the Employer will pay a pro-rata share of the amount which the Employer would pay for a full-time employee and the part-time employee will pay the remaining amount. The pro-rata share will be based on the employee's hours of work during the preceding six (6) months compared to a forty (40) hour work week. The share will be recomputed in July and January of each year, based on the hours worked during the preceding six (6) months.

Section 8. A record of all hours of work performed by a part-time employee will be maintained by the Employer and all hours of work will be credited to the employee if hired as a full-time employee both for completing the probationary period, and for determining seniority and other benefits under this Agreement, provided that the part-time employee is continuously employed with the Employer up to the time that the part-time employee is hired as a full-time employee.

Section 9. A part-time employee will be entitled to reimbursement for safety shoes or boots after the part-time employee has worked for six (6) months. The amount of the payment will be based on the regularly scheduled hours of work of a part-time employee compared to a forty (40) hour week. The procedures of the article on Health and Safety will be followed to determine the amount of reimbursement for less than a contract year.

ARTICLE 17.

HEALTH AND SAFETY

Section 1. The Union and the employees will cooperate with the Employer in maintaining Employer's policies, rules and regulations as to health and safety. The Employer will cooperate with the Union and its employees in maintaining a safe and healthy work place.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, except for safety shoes. Where the Employer requires an employee to wear safety shoes or boots, the Employer will reimburse such employee for the purchase of safety shoes or boots up to \$60 per contract year.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. In the event the Employer requires an employee to wear a uniform, the Employer will provide and maintain such uniform for the employee and the employee shall be required to wear the uniform.

Section 5. The Employer agrees to provide in service safety training to employees who are routinely exposed to hazards. Training will be done prior to the employee's initial assignment, whenever a new chemical or machine is introduced into the workplace, and annually thereafter.

Section 6. If the Mechanic is required to bring personal tools to the job site, the Employer will pay the Mechanic the sum of Two Hundred Dollars (\$200.00) a year, one-half of which will be paid in the second pay period of July, and one-half of which will be paid in the second pay period of January of that year. The Employer and the Mechanic will make an inventory of such tools, and thereafter the Employer will repair or replace the Mechanic's tools that are damaged or destroyed on the job.

ARTICLE 18.

EVALUATION

Section 1. A performance evaluation of any employee by the Employer shall be fair and impartial.

ARTICLE 19.

WAGES

Section 1. The regular rate of pay for each classification of employee is set out in Appendix A or Appendix B which are attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or the employee's representative, shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. An employee will be paid every other Friday, or the last work day prior to the Friday if that day is a holiday unless this is beyond the employer's reasonable control.

Section 4. The employer will notify the union before a new bargaining unit position is created.

ARTICLE 20.

GENERAL CONDITIONS

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its designees, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

The parties will meet promptly for the purpose of attempting to negotiate an appropriate replacement for the provision held invalid.

Section 3. There shall be established a Labor Management Committee to function during the term of this Agreement to consider current problems and potential problems in the administration of this Agency. The Committee shall consist of two members of the bargaining unit appointed by the Union, and of two persons appointed by the Employer. The Committee shall meet once each calendar quarter provided that any two members of the Committee may request an additional meeting by notifying the other members of their request. The Committee's authority shall be limited to developing possible solutions to problems, and to making suggestions and recommendations for implementing the administration of the Agency. The Committee shall have no authority to bargain on any issue, to amend or modify this Agreement, or to hear or determine any grievance. However, the Committee may make recommendations for the administration of this Agreement. No recommendation or suggestion of the Committee, nor the failure to recommend or make a suggestion shall be a grievable matter.

Section 4. Each employee shall during normal business hours of the employer's personnel office have access to and shall be permitted to obtain a copy of any item, except exempt items, in accordance with the provisions of Chapter 91B, Code of Iowa, as the same may be amended from time to time. A Union Representative of the employee shall have the same right of the employee if the employee has authorized this in writing, dated it and delivered to the employer within ten days after the date on which the employee

signed it. The Employer may charge a reasonable fee for each copy made of an item in the employee's personnel file.

Section 5. A maximum of three (3) employee negotiating committee members may attend the joint negotiation meetings, and fact finding and arbitration hearings, at a time when the employee would otherwise be working, provided that the amount of time that all the employees may be excused from work for this purpose shall not exceed a total of ninety-six (96) hours in a negotiation year, of which a total of forty (40) hours will be paid Union leave.

Section 6. The Employer agrees that work rules shall be uniformly applied. Work rules shall not be in conflict with the provisions of this agreement. A work rule or an amendment to an existing work rule shall be in writing and shall be furnished to the Union and posted at each work site at least fourteen (14) calendar days prior to the effective date of the rule. The Union may grieve whether a work rule is in conflict with the provisions of this agreement. The Union retains the right to file a grievance protesting the degree of discipline imposed for violation of a work rule.

ARTICLE 21.

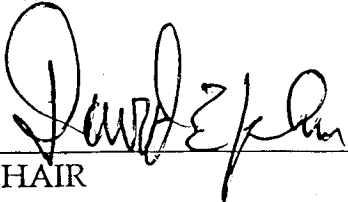
EFFECTIVE PERIOD

Section 1. Each Article of this Agreement shall be effective July 1, 2006, and shall continue through June 30, 2008.


Section 2. A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set out below.

THE CEDAR RAPIDS/LINN
COUNTY SOLID WASTE AGENCY

By: 
CHAIR

DATE November 15, 2005

By: 
SECRETARY

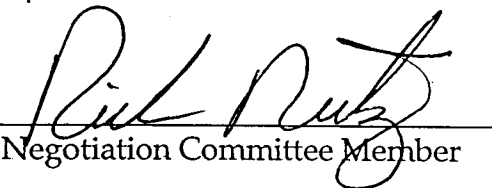
DATE November 15, 2005

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 620, IOWA COUNCIL 61 AFL-CIO

By: Wayne Chymes
PRESIDENT, LOCAL 620

DATE 11/23/05

By: 
Negotiation Committee Member

By: 
Negotiation Committee Member

By: _____
Negotiation Committee Member

DATE 11/23/05

APPENDIX A
WAGE SCHEDULE - EFFECTIVE JULY 1, 2006
(32¢ per hour increase)

Position	Step 1	Step 2	Step 3
Mechanic	\$17.78	\$18.40	\$19.33
Equipment Operator II			
A. With /CLL	\$17.64	\$18.28	\$19.29
B. Without/CLL	\$16.96	\$17.54	\$18.45
Equipment Operator I	\$14.09	\$14.69	\$15.31
Gate Attendant	\$13.11	\$13.75	\$14.34
Laborer	\$13.11	\$13.75	\$14.34
Compliance Monitor	\$13.11	\$13.75	\$14.34

An employee will receive Step 1 wages when hired, shall advance to Step 2 after completing four (4) months on the job, and shall advance to Step 3 one year after employment begins.

A. When an employee moves to a higher paying classification, the employee shall be paid at the lowest step in the new classification that provides an hourly wage that is at least equal to the employee's present hourly wage. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring. If an employee in the new classification moves to Step 1, the employee will remain there for four (4) months and will then move to Step 2, and will move to Step 3 one year after commencing the new classification. If the employee moving to a higher paying classification begins at Step 2, the employee will remain in that classification for a period of one year and then move to Step 3.

B. When an employee moves to a lower paying classification, the employee shall be placed in the same step of the lower paying classification that the employee was in before transferring. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.

C. The Employer shall appoint one Lead Worker each for Site 1, Site 2 and Site 3. The Lead Worker will be paid \$1.00 per hour for each hour actually worked, which will be in addition to the employees Wage Schedule Rate. If a Lead Worker is not working on a normal work day, the Employer shall appoint a replacement Lead Worker for that Site for that work day. The replacement Lead Worker will be paid \$1.00 per hour for each hour actually worked, which will be in addition to the employees Wage Schedule Rate. The Appointment of Lead Workers or replacement Lead Workers shall be made by the Employer based solely on the Employer's judgment. At such time as a Site is no longer active the Employer will not be required to have a Lead Worker or a replacement Lead Worker for that Site.

D. An employee below the classification of Equipment Operator II who has and maintains a valid Certified Landfill License will be paid an additional wage of \$.10 per hour worked.

E. An employee below the classification of Equipment Operator II who is required to drive the semi-truck will be paid an additional wage of \$1.00 per hour for each hour so driven.

APPENDIX B
WAGE SCHEDULE - EFFECTIVE JULY 1, 2007
(2.25% Wage Increase)

Position	Step 1	Step 2	Step 3
Mechanic	\$18.18	\$18.81	\$19.76
Equipment Operator II			
A. With /CLL	\$18.04	\$18.69	\$19.72
B. Without/CLL	\$17.34	\$17.93	\$18.86
Equipment Operator I	\$14.40	\$15.02	\$15.65
Gate Attendant	\$13.40	\$14.06	\$14.66
Laborer	\$13.40	\$14.06	\$14.66
Compliance Monitor	\$13.40	\$14.06	\$14.66

An employee will receive Step 1 wages when hired, shall advance to Step 2 after completing four (4) months on the job, and shall advance to Step 3 one year after employment begins.

A. When an employee moves to a higher paying classification, the employee shall be paid at the lowest step in the new classification that provides an hourly wage that is at least equal to the employee's present hourly wage. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring. If an employee in the new classification moves to Step 1, the employee will remain there for four (4) months and will then move to Step 2, and will move to Step 3 one year after commencing the new classification. If the employee moving to a higher paying classification begins at Step 2, the employee will remain in that classification for a period of one year and then move to Step 3.

B. When an employee moves to a lower paying classification, the employee shall be placed in the same step of the lower paying classification that the employee was in before transferring. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.

C. The Employer shall appoint one Lead Worker each for Site 1, Site 2 and Site 3. The Lead Worker will be paid \$1.00 per hour for each hour actually worked, which will be in addition to the employees Wage Schedule Rate. If a Lead Worker is not working on a normal work day, the Employer shall appoint a replacement Lead Worker for that Site for that work day. The replacement Lead Worker will be paid \$1.00 per hour for each hour actually worked, which will be in addition to the employees Wage Schedule Rate. The Appointment of Lead Workers or replacement Lead Workers shall be made by the Employer based solely on the Employer's judgment. At such time as a Site is no longer active the Employer will not be required to have a Lead Worker or a replacement Lead Worker for that Site.

D. An employee below the classification of Equipment Operator II who has and maintains a valid Certified Landfill License will be paid an additional wage of \$.10 per hour worked.

E. An employee below the classification of Equipment Operator II who is required to drive the semi-truck will be paid an additional wage of \$1.00 per hour for each hour so driven.